

APPENDIX

This Appendix contains complete release provisions excerpted from stipulations approved by courts in the Northern District of California. The stipulations are attached to the concurrently filed Declaration of Diana M. Maltzer (“Maltzer Declaration”) as Exhibits 2, 4, 6, 8, 10, 12, 14, 16, 20, 22, 24, 26, 28, 30, 32, 34, 36, 38, 40, 42, 44, 50, 52, and 54, as indicated in the references. The orders approving these stipulations are attached to the Maltzer Declaration as Exhibits 3, 5, 7, 9, 11, 15, 17, 21, 23, 25, 27, 29, 31, 33, 35, 37, 39, 41, 43, 45, 51, 53, and 55.

Of the twenty-five excerpts below, fourteen contain language that is substantively identical to the release in this case. *See infra* Excerpts 1-3, 6-12, 15-16, 18, and 21. The remaining eleven excerpts are very similar in scope to the release in this case and contain, at minimum, “arise out of” and “transaction” language. Of those, nearly all also include “matter(s),” and “relat(ing/ed) to.” *See infra* Excerpts 4-5, 13-14, 17, 19-20, and 22-25.

The excerpts are arranged in reverse chronological order.

Approved in 2018

1. Ex. 2: Stipulation and Agreement of Settlement at 10:24-11:7, *Robb v. Fitbit Inc.*, No. 16-cv-00151-SI (N.D. Cal. Apr. 23, 2018), ECF No. 203:

¶ 1.(ff) “Settlement Class Claims” means all claims, rights, liabilities, and causes of action of every nature and description, including Unknown Claims, whether contingent or absolute, mature or unmature, discoverable or undiscoverable, liquidated or unliquidated, accrued or unaccrued, including those that are concealed or hidden, regardless of legal or equitable theory, that Plaintiffs or any other member(s) of the Settlement Class asserted or could have asserted in any forum (i) that arise out of, are based upon, or are related in any way directly or indirectly, in whole or in part to, the allegations, transactions, facts, matters, occurrences, representations, or omissions referred to in the operative complaint and that relate to the purchase, sale, acquisition, or retention of Fitbit Class A common stock during the Exchange Act Class Period; or (ii) that are related the administration of the Settlement. Notwithstanding the foregoing, “Settlement Class Claims” does not include any claims asserted on behalf of the Company in the Derivative Actions.

2. Ex. 4: Stipulation of Settlement at 8:3-18, *In re Leapfrog Enterprises, Inc. Sec. Litig.*, 15-cv-00347-EMC (N.D. Cal. Mar. 20, 2018), ECF No. 170-1:

¶ 1.25 “Released Claims” means any and all claims, rights, liabilities, and causes of action of every nature and description, including both known claims and Unknown Claims, whether contingent or absolute, mature or unmature, discoverable or undiscoverable, liquidated or unliquidated, accrued or unaccrued, including those that are concealed or hidden, regardless of legal or equitable theory, that Lead Plaintiff or any other member(s) of the Settlement Class asserted or could have asserted in any forum that: (i) arise out of, are based upon, or are related in any way directly or indirectly, in whole or in part, to the allegations, transactions, facts,

events, matters, occurrences, disclosures, statements, representations, or omissions referred to in the Action and that relate to the purchase, sale, acquisition, or ownership of LeapFrog common stock by the Settlement Class during the Class Period; or (ii) are related to the administration of the Settlement. The Parties intend that the releases provided hereunder provide for claim and issue preclusion. For the avoidance of doubt, Released Claims include any claims under Sections 10(b) and 20(a) of the 1934 Act, which were or could have been alleged in the Action. Notwithstanding the foregoing, “Released Claims” does not include claims (i) relating to the enforcement of the Settlement; or (ii) which were or could be asserted on behalf of LeapFrog in any derivative action based on similar allegations.

3. Ex. 6: Stipulation of Settlement at 7:11-18, *Shankar v. Imperva, Inc.*, No. 14-cv-01680-PJH (N.D. Cal. Jan. 31, 2018), ECF No. 143:

¶ 1.25 “Released Claims” means any and all claims, rights, liabilities, and causes of action of every nature and description, including both known claims and Unknown Claims, whether contingent or absolute, mature or unmature, discoverable or undiscoverable, liquidated or unliquidated, accrued or unaccrued, including those that are concealed or hidden, regardless of legal or equitable theory, that Lead Plaintiff or any other member(s) of the Settlement Class asserted or could have asserted in any forum that: (i) arise out of, are based upon, or are related in any way directly or indirectly, in whole or in part, to the allegations, transactions, facts, events, matters, occurrences, disclosures, statements, representations, or omissions referred to in the Action and that relate to the purchase, sale, acquisition, or ownership of LeapFrog common stock by the Settlement Class during the Class Period; or (ii) are related to the administration of the Settlement. The Parties intend that the releases provided hereunder provide for claim and issue preclusion. For the avoidance of doubt, Released Claims include any claims under Sections 10(b) and 20(a) of the 1934 Act, which were or could have been alleged in the Action. Notwithstanding the foregoing, “Released Claims” does not include claims (i) relating to the enforcement of the Settlement; or (ii) which were or could be asserted on behalf of LeapFrog in any derivative action based on similar allegations.

Approved in 2017

4. Ex. 8: Stipulation and Agreement of Settlement at 9:15-10:4, *In re Ubiquiti Networks, Inc. Sec. Litig.*, No. 12-cv-04677-YGR (N.D. Cal. Dec. 20, 2017), ECF No. 113-1:

¶ 1.(z) “Released Claims” means any and all actions, suits, claims, demands, rights, liabilities, damages, costs, restitution, rescission, interest, attorneys’ fees, expert or consulting fees, expenses, matters and issues known or Unknown (as defined below), contingent or absolute, suspected or unsuspected, disclosed or undisclosed, liquidated or unliquidated, matured or unmatured, accrued or unaccrued, apparent or unapparent, whether concealed or hidden, and causes of action of every nature and description, including both known claims and Unknown Claims (as defined below), whether based on federal, state, local, foreign, statutory or common law or any other law, rule or regulation, that have been or that might have been asserted by any Releasing Plaintiff Party against any of the Released Defendant Parties, arising out of, relating

to, based upon, or in connection with both: (a) any purchase, acquisition, disposition, sale or holding of Ubiquiti publicly traded common stock during the Class Period and (b) any facts, claims, matters, allegations, transactions, events, disclosures, representations, statements, acts, or omissions or failures to act that were alleged, set forth, referred to, or that could have been alleged in the Action against the Released Defendant Parties. For the avoidance of doubt, Released Claims include any claims under §§12(a)(2) and 15 of the 1933 Act, and §§10(b) and 20(a) of the 1934 Act, which were alleged or could have been alleged in this Action. Released Claims do not include claims relating to the enforcement of the Settlement.

5. Ex. 10: Stipulation and Agreement of Settlement at 8:23-9:10, *In re Rocket Fuel Inc. Sec. Litig.*, No. 14-cv-03998-PJH (N.D. Cal. Oct. 11, 2017), ECF No. 221:

¶ 1.25 “Released Claims” means any and all claims, demands, rights, causes of action or liabilities of every nature and description whatsoever (including, but not limited to, any claims for damages, interest, attorneys’ fees, expert or consulting fees, and any other costs, expenses or liabilities whatsoever), whether based on federal, state, local, foreign, statutory or common law or any other law, rule, ordinance, administrative provision or regulation, including Unknown Claims as defined in ¶1.33 hereof, whether class or individual in nature, whether fixed or contingent, accrued or unaccrued, liquidated or unliquidated, at law or in equity, matured or unmatured, concealed or hidden, suspected or unsuspected, which now exist or heretofore have existed, that were asserted or could have been asserted by Lead Plaintiffs or any Class Member against the Released Persons based on, arising from or relating to both: (i) the purchase, acquisition, holding, disposition, or sale of any shares of Rocket Fuel common stock during the Class Period; and (ii) the allegations, transactions, facts, matters, events, disclosures, registration statements, public filings, acts, occurrences, representations, statements, omissions or failures to act that occurred during the Class Period and that were or could have been alleged by Lead Plaintiffs in the Action against the Released Persons. Released Claims does not include claims to enforce the Settlement or any derivative actions.

6. Ex. 12: Stipulation and Agreement of Settlement at 10:6-23, *Monachelli v. Hortonworks, Inc.*, No. 16-cv-00980-SI (N.D. Cal. Oct. 10, 2017), ECF No. 65:

¶ 1.(dd) “Settlement Class Claims” means, collectively, any and all claims, rights, liabilities, and causes of action of every nature and description whatsoever, whether known or Unknown Claims, contingent or absolute, mature or unmature, discoverable or undiscoverable, liquidated or unliquidated, accrued or unaccrued, including those that are concealed or hidden, regardless of legal or equitable theory, that any of Plaintiffs or the Settlement Class Members: (i) were actually asserted in the Amended Complaint; (ii) could have or might have asserted in the Amended Complaint and/or in any other litigation, action, or forum, and which arise out of, are based upon, or are related in any way, directly or indirectly, in whole or in part, to (a) both: (1) the allegations, transactions, facts, matters, occurrences, representations, or omissions involved, set forth, or referred to in the Amended Complaint, and (2) any purchase, sale, acquisition of, or decision to hold, Hortonworks common stock during the Settlement Class Period; and/or (b) the Settling Defendants’ defense or settlement of the Action and/or the Settling Defendants’ defense or settlement of the Settlement Class Claims; and/or (iii) could or might assert related to the

administration of the Settlement with respect to which the Released Persons' obligations are limited to the requirement that the Settling Defendants pay the Settlement Consideration and assist with identifying Settlement Class Members and excluded persons as set forth below. Notwithstanding the foregoing, "Settlement Class Claims" does not include claims relating to the enforcement of the Settlement.

7. Ex. 14: Stipulation of Settlement at 9:11-10:4, *In re Energy Recovery, Inc., Sec. Litig.*, No. 15-cv-00265-EMC (N.D. Cal. Aug. 28, 2017), ECF No. 126:

¶ 1.25 "Released Claims" means any and all manner of claims, demands, rights, liabilities, losses, obligations, duties, costs, debts, expenses, interest, penalties, sanctions, fees, attorneys' fees, actions, potential actions, causes of action, suits, agreements, judgments, decrees, matters, issues and controversies of any kind, nature or description whatsoever, whether known or unknown, disclosed or undisclosed, accrued or unaccrued, apparent or not apparent, foreseen or unforeseen, matured or not matured, suspected or unsuspected, liquidated or not liquidated, fixed or contingent (including Unknown Claims), that Plaintiffs or any or all other members of the Settlement Class ever had, now have, or may have, whether direct, individual, class, derivative, representative, legal, equitable or of any other type, or in any other capacity, based on his, her, or its purchase, sale or ownership of Energy Recovery common stock during the Settlement Class Period, against any of the Released Persons, whether based on state, local, foreign, federal, statutory, regulatory, common or other law or rule, which, now or hereafter, are based upon, arise out of, relate in any way to, or involve, directly or indirectly, or previously were based upon, arose out of, resulted from, related to or involved, directly or indirectly, any of the actual, alleged or attempted actions, inactions, conduct, transactions, contracts, occurrences, statements, representations, misrepresentations, omissions, allegations, facts, practices, events, claims or any other matters, things or causes whatsoever, or any series thereof, that were, or could have been, alleged, asserted, set forth, claimed, embraced, involved, or referred to in, or related to, directly or indirectly, the Litigation or the subject matter of the Litigation, in any court, tribunal, forum; provided, however, that the released claims shall not include the right to enforce the Stipulation; and (ii) Defendants and Insurer shall provide a release of Plaintiff and Plaintiff's Counsel of all claims arising from the institution, prosecution, assertion, settlement, or resolution of this action.

8. Ex. 16: Stipulation and Agreement of Settlement at 8:26-9:8, *In re Geron Corp. Sec. Litig.*, No. 14-cv-01224-CRB (N.D. Cal. July 21, 2017), ECF No. 119:

¶ 1.ii. "Settled Claims" means any and all claims, rights, demands, obligations, controversies, debts, damages, losses, causes of action and liabilities of any kind or nature whatsoever (including, but not limited to, any claims for damages, restitution, rescission, interest, attorneys' fees, expert or consulting fees, and any other costs, expenses, or liability whatsoever), whether based on federal, state, local, statutory, or common law or any other law, rule, or regulation, whether fixed or contingent, accrued, or un-accrued, liquidated or unliquidated, at law or in equity, matured or unmatured, or class or individual in nature (including both known and Unknown Claims) against Defendant Releasees, based on, arising out of, relating in any way to, or in connection with both (i) the facts, events, transactions, acts, occurrences, statements, representations, misrepresentations, or omissions which were or could have been alleged in the Action, and (ii) the purchase or acquisition of Geron common stock during the Class Period.

9. Ex. 20: Stipulation and Agreement of Settlement at 9:22-10:5, *In re Dynavax Tech. Corp. Sec. Litig.*, No. 13-cv-02796-CRB (N.D. Cal. Feb. 6, 2017), ECF No. 140:

¶ 1.kk. “Settled Claims” means any and all claims, rights, demands, obligations, controversies, debts, damages, losses, causes of action and liabilities of any kind or nature whatsoever (including, but not limited to, any claims for damages, restitution, rescission, interest, attorneys’ fees, expert or consulting fees, and any other costs, expenses, or liability whatsoever), whether based on federal, state, local, statutory, or common law or any other law, rule, or regulation, whether fixed or contingent, accrued, or un-accrued, liquidated or unliquidated, at law or in equity, matured or unmatured, or class or individual in nature (including both known and Unknown Claims) against Defendant Releasees, based on, arising out of, relating in any way to, or in connection with both (i) the facts, events, transactions, acts, occurrences, statements, representations, misrepresentations, or omissions which were or could have been alleged in the Action, and (ii) the purchase or acquisition of Dynavax common stock during the Class Period.

Approved in 2016

10. Ex. 22: Stipulation and Settlement Agreement at 8-9, ¶ 1.(x), *Nathanson v. Polycom, Inc.*, No. 13-cv-03476-YGR (N.D. Cal. Sept. 7, 2016), ECF No. 111-1:

¶ 1.(x) “Settlement Class Claims” means any and all claims, both known and Unknown Claims, demands, actions or causes of action, rights, liabilities, damages, losses, obligations, judgments, debts, suits, matters, and issues of any kind or nature whatsoever, contingent or absolute, suspected or unsuspected, disclosed or undisclosed, matured or unmatured, discoverable or undiscoverable, liquidated or unliquidated, accrued or unaccrued, including those that are concealed or hidden, regardless of legal or equitable theory (including, without limitation, claims for negligence, gross negligence, recklessness, deliberate recklessness, intentional wrongdoing, fraud, breach of fiduciary duty, breach of the duty of care and/or loyalty, violation of any federal or state statute, rule or regulation, violation of the common law, violation of administrative rule or regulation, tort, breach of contract, violation of international law or violation of the law of any foreign jurisdiction) alleged or which could have been alleged, by Lead Plaintiff or members of the Settlement Class in the Action and/or in any other litigation, action, or forum against the Defendants, or against any Defendant previously named in the Action, or against any other of the Released Parties, arising from, or based upon or related in any way, directly or indirectly, in whole or in part, to (1) both: (i) the allegations, transactions, facts, events, acts, occurrences, statements, representations, misrepresentations, omissions, or any other matter, thing, or cause whatsoever, or any series thereof, embraced, involved, set forth in, referred to in, or otherwise related, directly or indirectly, to the Action, and (ii) any purchase, sale or acquisition of, or decision to hold Polycom securities on the U.S. exchanges during the Settlement Class Period; and/or (2) Defendants’ defense or settlement of the Action and/or Defendants’ defense or settlement of the released claims (except for claims to enforce the Settlement). Settlement Class

Claims do not include claims asserted by Polycom shareholders in derivative cases on behalf of Polycom.

11. Ex. 24: Amended Stipulation of Settlement at 8:16-9:15, *In re Zynga Inc. Sec. Litig.*, No. 12-cv-04007-JSC (N.D. Cal. Mar. 18, 2016), ECF No. 212-1:

¶ 1.30 “Released Claims” means, collectively, any and all claims, demands, rights, liabilities, suits, debts, obligations and causes of action, of every nature and description whatsoever (including, without limitation, Unknown Claims, as defined in ¶1.43 herein), whether known or unknown, contingent or absolute, mature or unmature, discoverable or undiscoverable, liquidated or unliquidated, accrued or unaccrued, including those that are concealed or hidden, regardless of legal or equitable theory (including, without limitation, claims for negligence, gross negligence, recklessness, deliberate recklessness, intentional wrongdoing, fraud, breach of fiduciary duty, breach of the duty of care and/or loyalty, violation of any federal or state statute, rule or regulation, violation of the common law, violation of administrative rule or regulation, tort, breach of contract, violation of international law or violation of the law of any foreign jurisdiction) that Lead Plaintiff or any other Member of the Settlement Class (i) asserted in the Action; (ii) could have or might have asserted in the Action and/or in any other litigation, action or forum that arise out of, are based upon or are related in any way, directly or indirectly, in whole or in part, to (a) both: (1) the allegations, transactions, facts, matters, occurrences, representations or omissions involved, set forth or referred to in the Action, and (2) any purchase, sale or acquisition of, or decision to hold Zynga common stock during the Settlement Class Period; and/or (b) Defendants’ defense or settlement of the Action and/or Defendants’ defense or settlement of the Released Claims. Notwithstanding the foregoing, “Released Claims” does not include: (i) claims relating to the enforcement of the Settlement; (ii) claims asserted on behalf of Zynga in any derivative action based on similar allegations including a consolidated shareholder derivative action pending before this Court, entitled *In re Zynga Inc. Derivative Litigation*, Lead Case No. 12-CV-4327-JSC; a consolidated shareholder derivative action pending in the Superior Court of the State of California, County of San Francisco, entitled *In re Zynga Shareholder Derivative Litigation*, Lead Case No. CGC-12-522934; and a shareholder derivative action pending in the Court of Chancery of the State of Delaware entitled *Sandys v. Pincus, et al.*, C.A. No 9512-CB; or (iii) a shareholder class action pending in the Court of Chancery of the State of Delaware entitled *Lee v. Pincus, et al.*, C.A. No. 8458-CB.

12. Ex. 26: Stipulation of Settlement at 8:15-9:3, *Bruce v. Suntech Power Holdings Co. Ltd.*, No. 12-cv-04061-RS (N.D. Cal. Feb. 12, 2016), ECF No. 144-1:

¶ 1.29 “Released Claims” means all claims (including “Unknown Claims” as defined below), rights, demands, suits, matters, issues, liabilities or causes of action, in law or in equity, accrued or unaccrued, fixed or contingent, direct, individual or representative, of every nature and description whatsoever, under federal, state, local, foreign, statutory or common law or any other law, rule or regulation, whether known or unknown, that were or could have been asserted heretofore or in the future against any of the Released Persons by Lead Plaintiffs or any member of the Class in any court of competent jurisdiction or any other adjudicatory tribunal, in connection with, arising out of, related to, based upon, in whole or in part, directly or indirectly, in any way, the purchase, acquisition or sale of any Suntech Securities, or the events, facts,

transactions, allegations, matters, occurrences, representations or omissions involved, set forth, referred to or alleged in the Amended Complaint or the Operative Complaint or any other complaint filed in the Action, including, without limitation, all claims based on any alleged misrepresentation or omission concerning any Suntech Securities, provided, however, that Lead Plaintiffs shall retain the right to enforce in the Court the terms of this Stipulation. Nothing herein shall be construed to release any claim by a creditor of Suntech to be reimbursed in any bankruptcy proceeding for any debt the creditor is owed by Suntech, provided that any such claim is unrelated to the claims set forth in the Amended Complaint or Operative Complaint.

Approved in 2015

13. Ex. 28: Stipulation of Settlement and Release at 11-12, ¶ 1.dd., *In re HP Sec. Litig.*, No. 12-cv-05980-CRB (N.D. Cal. Nov. 16, 2015), ECF No. 258:

¶ 1.dd. “Settled Claims” shall mean any and all claims, rights, demands, liabilities, suits, matters, issues, debts, obligations, losses and causes of action of every nature and description, whether fixed or contingent, accrued or un-accrued, liquidated or unliquidated, at law or in equity, matured or un-matured, class or individual in nature, suspected or unsuspected, concealed or hidden, whether known claims or Unknown Claims (as defined below at ¶1(rr)), whether arising under federal, state, foreign, or common law, that Lead Plaintiff or any other member of the Settlement Class: (a) asserted in the Complaints or could have asserted in any forum that arise out of or are based upon the allegations, transactions, facts, matters or occurrences, representations, or omissions involved, set forth, or referred to in the Complaints and (b) that relate to any purchase or acquisition of HP common stock from August 19, 2011 through November 20, 2012, inclusive. Settled Claims shall not include any claims: (i) that members of the Settlement Class may have arising solely under ERISA, including without limitation in the action captioned *In re HP ERISA Litigation*, No. C-12-6199 CRB (N.D. Cal.), (ii) that members of the Settlement Class may have solely in a derivative capacity, including without limitation in the action captioned *In re HP Shareholder Derivative Litigation*, No. C-12-6003 CRB (N.D. Cal.), or (iii) to enforce the terms of the Settlement. For the avoidance of doubt, Settled Claims shall also exclude any and all claims referenced in paragraph 8 of this Stipulation.

14. Ex. 30: Stipulation of Settlement and Release at 15:11-25, *Booth v. Strategic Realty Trust, Inc.*, No. 13-cv-04921-JST (N.D. Cal. Oct. 15, 2015), ECF No. 89-1:

¶ 4. Pursuant to the Judgment and upon the Effective Date as defined in Paragraph 1(j) above, and in consideration of the terms and conditions herein, and except for the rights and obligations created by this Stipulation, Settlement Class Members shall be deemed by operation of law to have released the Released Parties from any and all claims, rights, demands, liabilities and causes of action of every nature and description, to the fullest extent that the law permits their release in this Action, whether known claims or Unknown Claims, whether arising under federal, state, common or foreign law, whether class, derivative or individual in nature, that Class Representatives or any other member of the Settlement Class: (a) alleged in the Complaint or the Action, or (b) could have asserted in any forum that arise out of or are based upon or are related to the allegations, contentions, transactions, facts, matters or occurrences, representations or

omissions involved, set forth, or referred to in the Complaint or the Action, including without limitation any claims relating to alleged misrepresentations or omissions in connection with (i) the financial condition of Anthony W. Thompson and the Thompson Defendants, the operation of and results achieved by previous real estate investment programs sponsored by Anthony W. Thompson and the Thompson Defendants, and/or (ii) the nature, extent, and efficacy of SRT's internal controls (the "Released Claims").

15. Ex. 32: Amended Stipulation of Settlement at 8:20-9:6, *In re OCZ Technology Grp. Inc., Sec. Litig.*, No. 12-cv-05265-RS (N.D. Cal. Sept. 21, 2015), ECF No. 97-1:

¶ 1.25 "Released Claims" means any and all claims (including Unknown Claims as defined in ¶ 1.41 hereof), demands, rights, liabilities, and causes of action of every nature and description whatsoever (including, but not limited to, any claims for damages, restitution, rescission, interest, attorneys' fees, expert or consulting fees, and any other costs, expenses, or liability whatsoever), whether based on federal, state, local, statutory or common law or any other law, rule or regulation, whether known or unknown, contingent or absolute, mature or immature, discoverable or undiscoverable, whether concealed or hidden, suspected or unsuspected, which now exist, or heretofore have existed, asserted or that could have been asserted by the Plaintiffs or any Settlement Class Member against the Defendants and/or OCZ and their respective Related Persons based upon, arising out of, or relating in any way to: (a) the allegations, matters, facts, transactions, events, occurrences, disclosures, statements, acts, omissions or failures to act which were or could have been alleged in the Litigation, or (b) the purchase, acquisition, disposition, sale or retention of OCZ securities by the Plaintiffs or any Settlement Class Member during the Settlement Class Period. Expressly excluded from Released Claims are the matters set forth in paragraph 5.5 of this Stipulation.

16. Ex. 34: Stipulation of Settlement 8:9-26, *In re Ecotality, Inc. Sec. Litig.*, No. 13-cv-03791-SC (N.D. Cal. Aug. 28, 2015), ECF No. 78:

¶ 1.27 "Released Claims" means any and all claims, debts, demands, disputes, rights, causes of action, suits, matters, damages, or liabilities of any kind, nature, and character whatsoever (including, but not limited to, any claims for damages, interest, attorneys' fees, expert or consulting fees, and any and all other costs, expenses or liabilities whatsoever), whether under federal, state, local, statutory, common law, foreign law, or any other law, rule or regulation, whether fixed or contingent, accrued or unaccrued, liquidated or unliquidated, at law or in equity, matured or unmatured, including Unknown Claims (as defined herein), whether or not concealed or hidden (including, but not limited to, claims for securities fraud, negligence, gross negligence, professional negligence, breach of any duty of care and/or breach of duty of loyalty, fraud, breach of fiduciary duty, aiding and abetting a breach of fiduciary duty, breach of contract, unjust enrichment, corporate waste, or violations of any statutes, rules, duties or regulations) that have been or could have been or in the future could be asserted in any forum, whether foreign or domestic, by Lead Plaintiff or any Class Member, or any Person claiming through or on behalf of them, against any of the Released Persons that concern, arise out of, are based on or relate in any way, directly or indirectly, to the allegations, acts, transactions, facts, events, representations, or omissions involved or alleged in the Litigation, or which could have been alleged. "Released

Claims" further includes any and all claims arising out of, based upon or related to the Settlement or resolution of the Litigation, except for any alleged breaches of this Stipulation.

17. Ex. 36: Stipulation and Agreement of Settlement at 9:1-22, *In re Omnitvision Technologies, Inc. Sec. Litig.*, No. 11-cv-05235-RMW (N.D. Cal. June 5, 2015), ECF No. 170-1:

¶ 1.29. "Released Claims" shall collectively mean any and all claims (including, but not limited to, any claims for damages, interest, attorneys' fees, expert or consulting fees, and any other costs, expenses or liability whatsoever), rights, causes of action, duties, controversies, demands, actions, debts, sums of money, suits, contracts, agreements, promises, damage, losses, judgments, liabilities, allegations and arguments of every nature and description, including both known claims and Unknown Claims (defined below), whether arising under federal, state, local, foreign or statutory or common law or administrative law, or any other law, rule or regulation at law or in equity, whether class or individual in nature, whether fixed or contingent, whether accrued or un-accrued, whether liquidated or un-liquidated, whether matured or un-matured, including both known claims and Unknown Claims, that Lead Plaintiffs or any other Settlement Class Member (i) asserted in this Action or (ii) could have asserted in the Action or any other action or in any forum, that arise out of, relate to, or are in connection with the claims, allegations, transactions, facts, events, acts, disclosures, statements, representations or omissions or failures to act, involved, set forth or referred to in the complaints filed in this Action and that relate to the purchase or acquisition of OmniVision's publicly traded common stock on the open market during the Class Period. For the avoidance of doubt, "Released Claims" does not include (i) claims to enforce the Settlement; (ii) any governmental or regulatory agency's claims in any criminal or civil action against any of the Released Defendant Parties; and (iii) claims in *In re Omnitvision Technologies, Inc. Derivative Shareholder Litigation*, Case No. 1-12-cv-216875 (Cal. Superior Court, County of Santa Clara); *Pope v. Shaw Hong, et al.*, Case No. 7514 (Delaware Court of Chancery); and *Carpenters Pension Fund of West Virginia v. Shaw Hong, et al.*, Case No. 12-cv-1423 (Northern District of California).

Approved in 2014

18. Ex. 38: Stipulation of Settlement at 9-10, ¶ 1.34, *Carter v. Affymax, Inc.*, No. 13-cv-01025-WHO (N.D. Cal. Dec. 12, 2014), ECF No. 74:

¶ 1.34 "Released Plaintiffs' Claims" means all claims (including "Unknown Claims"), rights, demands, suits, matters, issues, debts, obligations, losses, causes of action, or liabilities of any kind or nature whatsoever (including, but not limited to, any claims for damages (whether compensatory, special, incidental, consequential, punitive, exemplary or otherwise), injunctive relief, declaratory relief, rescission or rescissionary damages, interest, attorneys' fees, expert or consulting fees, costs, expenses, or any other form of legal or equitable relief whatsoever), whether based on federal, state, local, foreign law, or any other law, rule, or regulation, whether fixed or contingent, accrued or un-accrued, liquidated or un-liquidated, at law or in equity, matured or un-matured, whether class or individual in nature, whether known or unknown, whether concealed or hidden, that have been or could have been asserted heretofore or in the

future against any Released Person by Plaintiffs, or any of them, in any court of competent jurisdiction or any other adjudicatory tribunal or forum, in connection with, arising out of, related to, or based upon, in whole or in part, directly or indirectly, in any way, to the allegations, facts, transactions, matters, occurrences, representations, or omissions, alleged, set forth, or referred to in the Action.

19. Ex. 40: Stipulation of Settlement at 8:22-9:12, *Westley v. Oclaro, Inc., No. 11-cv-02448-EMC* (N.D. Cal. Aug. 13, 2014), ECF No. 174:

¶ 1.23 “Released Claims” means any and all claims or causes of action (including Unknown Claims), debts, demands, disputes, rights, suits, matters, damages, obligations or liabilities of any kind, nature, and/or character whatsoever (including, but not limited to, any claims for damages, interest, attorneys’ fees, expert or consulting fees, and any and all other costs, expenses or liabilities whatsoever), whether known or unknown, whether under federal, state, local, statutory, common law, foreign law, or any other law, rule or regulation, whether fixed or contingent or absolute, accrued or unaccrued, liquidated or unliquidated, at law or in equity, matured or unmatured, concealed or hidden, asserted or that might have been asserted, by Lead Plaintiff or the Class Members, or any of them, against the Released Persons based upon, arising out of, or related to (a) the purchase or acquisition of Oclaro common stock during the Class Period and any of the facts, transactions, events, occurrences, disclosures, statements, acts, omissions, or failures to act which were or could have been alleged in or embraced or otherwise referred to or encompassed by the Litigation, regardless of what legal theory based, including, without limitation, claims for negligence, gross negligence, recklessness, fraud, breach of duty of care and/or loyalty or violations of common law, administrative rule or regulation, tort, contract, equity, or otherwise of any federal statutes, rules, regulations or common law, or the law of any foreign jurisdiction; or (b) that Defendants improperly defended or settled the Litigation, the Released Claims, or both. Released Claims do not include any derivative claims, including those claims pending in this Court in *In re Oclaro, Inc. Derivative Litigation*, Lead Case No. C11-3176-EMC.

Approved in 2013

20. Ex. 42: Stipulation of Settlement at 12:10-13:12, *In re Finisar Corp. Derivative Litig.*, No. 06-cv-07660-RMW (N.D. Cal. Oct. 28, 2013), ECF No. 205:

¶ 1.19 “Released Claims” means any and all claims (including “Unknown Claims,” as defined in ¶ 1.25 hereof), debts, demands, rights, liabilities, obligations, matters, issues and causes of action of every nature and description whatsoever, whether known or unknown, contingent or absolute, discoverable or undiscoverable, accrued or un-accrued, fixed or contingent, liquidated or unliquidated, matured or un-matured, whether or not concealed or hidden, whether based on federal, state, local, statutory, common law, equity, or any other law, rule, or regulations (including, without limitation, claims for fraud, negligence, negligent supervision, gross negligence, intentional or reckless conduct, indemnification, breach of duty, misrepresentation, unjust enrichment, constructive trust, accounting, rescission, breach of fiduciary duty, negligent misrepresentation, insider trading, mismanagement, corporate waste, breach of contract,

violations of federal or state securities laws, or any other claims for damages, interest, attorneys' fees, expert fees, or other costs, expenses, or liabilities) that have been asserted or could have been asserted by Plaintiffs, Finisar, any derivative plaintiff, or other Person on behalf of Finisar against the Released Persons which are based upon, arise from or relate to the allegations, facts, transactions, events, conduct, occurrences, disclosures, statements, omissions and/or acts or failures to act contained in the Federal Action and/or the State Action, or (ii) the defense, settlement and/or resolution of the Federal Action and/or the State Action. Without limiting the foregoing, "Released Claims" shall include any and all (i) claims related to stock options granted by Finisar, the accounting therefor, exercises thereof, purchases or sales of Finisar securities related thereto, public disclosures relating thereto, and any other transactions or occurrences referenced in the Federal Action and/or the State Action that were asserted or could have been asserted against the Released Persons, and (ii) claims by Finisar against the Settling Defendants and Other Defendants for recoupment of fees and expenses incurred by and/or advanced on behalf of any Settling Defendant or Other Defendant in connection with any of the Federal Action and/or State Action. Notwithstanding anything herein to the contrary, Released Claims shall not include the release of any claims that the Settling Defendants or Other Defendants have for reimbursement from Finisar of reasonable attorney's fees and expenses in connection with the Federal Action and/or State Action, nor shall it include the release of Finisar's obligations under contract or law to the Settling Defendants or Other Defendants except for any right to seek reimbursement of amounts paid pursuant to ¶2.1.

21. Ex. 44: Stipulation of Settlement 8:18-9:10, *In re Sunpower Sec. Litig.*, No. 09-cv-05473-RS (N.D. Cal. July 3, 2013), ECF No. 248:

¶ 1.28 "Released Claims" means, collectively, any and all claims (including, without limitation, Unknown Claims, as defined in ¶1.42 herein), demands, rights, liabilities, suits, debts, obligations and causes of action, of every nature and description whatsoever, whether known or unknown, contingent or absolute, mature or unmature, discoverable or undiscoverable, liquidated or unliquidated, accrued or unaccrued, including those that are concealed or hidden, regardless of legal or equitable theory, including, without limitation, claims for negligence, gross negligence, recklessness, deliberate recklessness, intentional wrongdoing, fraud, breach of fiduciary duty, breach of the duty of care and/or loyalty, violation of any federal or state statute, rule or regulation, violation of the common law, violation of administrative rule or regulation, tort, breach of contract, violation of international law or violation of the law of any foreign jurisdiction, that Plaintiffs or any other Member of the Settlement Class (i) asserted in the Action and/or Complaint; or (ii) could have or might have asserted in the Action and/or Complaint and/or in any other litigation, action or forum that arise out of or are based upon, or are related in any way, directly or indirectly, in whole or in part, to (a) the allegations, transactions, facts, matters, occurrences, representations or omissions involved, set forth or referred to in the Complaint, and that relate to the purchase or other acquisition of SunPower Securities (as defined herein) during the Settlement Class Period, and/or (b) Defendants' defense or settlement of the Action and/or Defendants' defense or settlement of the Released Claims. Notwithstanding the foregoing, "Released Claims" does not include claims relating to the enforcement of the Settlement or claims asserted on behalf of SunPower in any derivative action based on similar allegations.

Approved in 2008-2011

22. Ex. 48: Stipulation of Settlement at 10:6-10, *In re Wells Fargo Mortgage-Backed Certificates Litig.*, No. 09-cv-01376-LHK (N.D. Cal. Nov. 14, 2011), ECF No. 440:

¶ 1.(ll) “Settled Claims” means, to the fullest extent permitted by law or equity, any and all claims and causes of action of every nature and description, whether known or Unknown, whether arising under federal, state, common or foreign law, or any other law, rule, or regulation, that were asserted, could have been asserted, or that arise out of the same transactions or occurrences as the claims that were asserted, in the Action.

23. Ex. 50: Stipulation of Settlement at 6:8-18, *In re Marvell Technology Grp. Ltd. Derivative Litig.*, No. 06-cv-03894-RMW (N.D. Cal. Aug. 11, 2009), ECF No. 92:

¶ 1.14 “Released Claims” means all claims, demands, rights, liabilities and causes of action of every nature and description whatsoever, known or unknown (as set forth in ¶1.17), that have been or could have been asserted in the Action by Plaintiffs, Marvell, or any Marvell Shareholder derivatively on behalf of Marvell, arising out of or relating to the facts, transactions, events, matters, occurrences, acts, disclosures, statements, omissions, or failures to act that were alleged or could have been alleged in the Action based upon Marvell’s historical stock option granting practices, through and including the date of execution of this Stipulation. Notwithstanding the foregoing, Released Claims does not include any claims asserted in a pending consolidated shareholder class action lawsuit captioned *In re Marvell Technology Group Ltd. Securities Litigation*, Case No. C-06-06286-RMW, for violations of Section 10(b) and 20(a) of the Securities Exchange Act of 1934, and Rule 10b-5 promulgated thereunder (the “Class Action”) or any claims to enforce this Stipulation.

24. Ex. 52: Stipulation of Settlement at 6:24-7:2, *In re Integrated Silicon Solution, Inc. Shareholder Derivative Litig.*, No. 06-cv-04387-RMW (N.D. Cal. June 9, 2009), ECF No. 47-1:

¶ 1.18 “Released Claims” shall collectively mean and include any and all claims for relief or causes of action, known or unknown (as defined in ¶1.25 hereof), that have been or could have been asserted in the Federal and/or the State Actions by Plaintiffs, ISSI or any ISSI shareholder derivatively on behalf of ISSI, against the Individual Defendants or the Released Persons arising out of or relating to the facts, transactions, events, occurrences, acts, disclosures, statements, omissions or failures to act which were alleged or could have been alleged in the Federal and/or the State Actions through the date of the settlement.

25. Ex. 54: Stipulation of Settlement at 4:4-23, *In re Foundry Networks, Inc. Derivative Litig.*, No. 06-cv-05598-RMW (N.D. Cal. Mar. 5, 2009), ECF No. 116-1:

¶ 1.26. “Released Claims” means and includes any and all claims, debts, demands, controversies, obligations, losses, rights or causes of action or liabilities of any kind or nature

whatsoever (including, but not limited to, any claims for damages (whether compensatory, special, incidental, consequential, punitive, exemplary or otherwise), injunctive relief, declaratory relief, rescission or rescissionary damages, interest, attorneys' fees, expert or consulting fees, costs, expenses, or any other form of legal or equitable relief whatsoever), whether based on federal, state, local, contract, statutory or common law or any other law, rule or regulation, whether fixed or contingent, accrued or un-accrued, liquidated or unliquidated, at law or in equity, matured or unmatured, including both known claims and Unknown Claims (defined herein in ¶1.40) that: (a) have been asserted in the Derivative Litigation against any of the Released Persons; or (b) have been or could have been asserted in any forum by Foundry, Lead Plaintiffs or any other Foundry shareholder derivatively on behalf of Foundry, or any of them, against any of the Released Persons, which arise out of, relate to, or are based on the allegations, facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions or failures to act relating to the grant, award, accounting, receipt, or exercise and associated stock sales of any and all Foundry stock options granted or issued up to and through the date of this Stipulation, including all matters involved, set forth, referred to, or alleged in any of the complaints filed in the Derivative Litigation. Released Claims shall not include the direct claims asserted in *Edrington v. Johnson, et al.*, Case No. 1-08-cv-118013 (Cal. Sup. Ct. July 23, 2008).